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Attorneys for Scott and Charlyse Raven

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re

Case No. 3:19-bk-30088-DM

## PG&E CORPORATION.

## Chapter 11 (Lead Case Jointly Administered)

- and -

PACIFIC GAS AND ELECTRIC  
COMPANY,

**DECLARATION OF SCOTT RAVEN IN  
SUPPORT OF MOTION FOR RELIEF  
FROM PLAN INJUNCTION AND/OR  
ABSTENTION**

### Debtors.

16  Affects PG&E Corporation  
17  Affects Pacific Gas and Electric Company  
 Affects Both

Date: November 30, 2022  
Time: 10:00 a.m.  
Place: Ct. Rm. 17  
United States Bankruptcy Court  
450 Golden Gate Avenue  
San Francisco, CA 94102

18 \*All papers shall be filed in the Lead Case  
No. 19-30088

Hearing will be conducted telephonically or by video

Judge: Honorable Dennis Montali

I, Scott Raven, declare as follows:

23 1. I am over the age of eighteen (18), provide this declaration in support of Scott &  
24 Charlyse Raven's motion for relief from plan injunction and/or abstention, provide this testimony  
25 based on my personal knowledge, and would testify consistently herewith if called to do so.

26 | //

27 | 111

28 | //

1       2. I, and my wife Charlyse, are plaintiffs in a state court action pending in Monterey  
2 County Superior Court, case no. 18CV00258, styled *Scott Raven and Charlyse Raven v. Jennifer*  
3 *Hodges, Hot Line Construction, Inc, and Pacific Gas & Electric Company, Inc.*, against PG&E, and  
4 others, seeking damages against PG&E due to the Parkland Fire caused by PG&E.

5       3. We are engaged in the commercial production of livestock and own a cattle ranch  
6 located at 4725 Vineyard Canyon road, approximately three miles northeast of the town of San  
7 Miguel, California (the “Raven Ranch”). The Raven Ranch is comprised of approximately 3,4446  
8 acres in San Luis Obispo and Monterey Counties. The Movants also lease an additional approximate  
9 160 acres. The Raven Ranch contained an extensive fencing system, dividing the ranch into six  
10 different pastures with associated roadways and stock watering systems, allowing the ranch to use  
11 a rotational grazing system for the herd.

12       4. Jennifer Hodges (“Hodges”) was the owner of approximately 931 acres located at  
13 77820 Vineyard Canyon Road, land which is roughly across the street from the Raven Ranch (the  
14 “Hodges Property”). The Hodges Property includes an equestrian riding arena with an elevated  
15 lighting system.

16       5. PG&E and/or its contractor, Hot Line Construction, Inc. (“Hot Line”), constructed,  
17 modified, and/or maintained an electrical powerline and associated equipment on the Hodges  
18 Property and in close proximity to a light pole that was part of the equestrian riding arena located  
19 on the Hodges Property.

20       6. Due to wind, the powerline and lighting fixture came into contact and ignited a fire  
21 on July 8, 2017. The blaze grew into what was to be known as the Parkfield Fire. The fire spread  
22 to the surrounding properties, including the Raven Ranch. Over roughly half of Raven Ranch was  
23 burned, including two pastures totaling 1680 acres of forage that was reserved to feed our herd  
24 during the late summer and fall. Seven miles of fencing, stock watering systems, and shade  
25 structures were lost, one cow was destroyed and the road system was damaged. The fire burned to  
26 the exterior wall of our residence, destroying portions of the yard, irrigation system, entry gate,  
27 domestic water well, and causing extensive smoke damage to our residence.

28       ///

1       7.     On January 18, 2018, we filed the lawsuit against PG&E, Hodges and Hot Line in  
2 Monterey County Superior Court, Case No. 18CV00258, asserting causes of action arising from the  
3 Parkfield Fire for trespass, negligence, negligence interference with economic relations, inverse  
4 condemnation (the “State Court Action”). We filed a second amended complaint on July 26, 2018,  
5 a true and correct copy of which is attached as Exhibit A. While expert witness reports have been  
6 prepared, discovery has not been completed. We have requested a jury trial. *Raven decl.* at ¶ 7.

7       8.      PG&E filed its Voluntary Chapter 11 Bankruptcy Petition (the “Petition”) on January  
8 29, 2019 in the United States Bankruptcy Court for the Northern District of California.

9        9.      On August 28, 2019, we electronically filed our proof of claim in the PG&E  
10      bankruptcy case as a general unsecured claim in the amount of \$8,000,000 (the “Claim”).

11        10. In accordance with the General Claims Procedures, we submitted a response to  
12 PG&E's Information Questionnaire, and Movants received a "Notice of Standard Mediation,"  
13 wherein we and Hot Line were notified that they were required to attend non-binding mediation  
14 relating to the Claim.

15 11. On May 19, 2022, PG&E, Hot Line and us participated in mediation before Judge  
16 Patrick J. O'Hara (Ret.) via Zoom. Hodges did not participate since she sought relief under the  
17 Bankruptcy Code. Unfortunately, the mediation did not result in resolution of the Claim.

18 12. As of the date of this filing, I am not aware of any objection by the Reorganized  
19 Debtors to our Claim.

20 I declare under penalty of perjury under the laws of the United States of America that the  
21 foregoing statements are true and correct.

23 | Dated: October 11, 2022

By: Scott Rauan

Scott Raven

039515-000000 8660039 2

# EXHIBIT “A”

1      Justin T. Campagne, #211825  
2      Campagne & Campagne  
3      A Professional Corporation  
4      Airport Office Center  
5      1685 North Helm Avenue  
6      Fresno, California 93727  
7      Telephone: (559) 255-1637  
8      Facsimile: (559) 252-9617  
9      Email: jcampagne@campagnelaw.com

**ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 7/26/2018 4:00 PM  
By: Janet Nicholson, Deputy**

6 | Attorneys for Plaintiffs Scott Raven and Charlyse Raven

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MONTEREY – UNLIMITED CIVIL**

-00a-

11 SCOTT RAVEN and CHARLYSE RAVEN.

} Case No. 18CV000258  
} Complaint Filed: January 19, 2018

12 Plaintiffs.

**SECOND AMENDED COMPLAINT  
FOR:**

- 1. Trespass
- 2. Nuisance
- 3. Negligence
- 4. Negligent Interference With Prospective Economic Advantage

and

**DEMAND FOR JURY TRIAL.**

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SECOND AMENDED COMPLAINT

CAMPAGNE & CAMPAGNE  
A PROY. CORP.  
ADVERTISING OFFICE CENTER  
1615 NORTH KILLM AVENUE  
FRESNO, CALIFORNIA 93727  
TELEPHONE (559) 755-1637  
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1                   Plaintiffs, as their Complaint against Defendants, hereby aver and allege as  
2 follows:

3           **I.        THE PARTIES.**

4           1.       Plaintiffs Scott Raven and Charlys Raven (collectively referred to as  
5 "Plaintiff") own property located in San Luis Obispo and Monterey Counties and are  
6 engaged in the commercial production of livestock on such property.

7           2.       The Plaintiff is informed and believes, and on that information and  
8 belief alleges, that Defendant Jennifer Hodges own property located on Vineyard Canyon  
9 Road in Monterey County.

10           3.       The Plaintiff is informed and believes, and on that information and  
11 belief alleges, that Defendant Hot Line Construction Company is a California corporation  
12 duly organized and existing under the laws of the State of California.

13           4.       The Plaintiff is informed and believes, and on that information and  
14 belief alleges, that Defendant Pacific Gas & Electric Company, Inc. is a California  
15 corporation duly organized and existing under the laws of the State of California.

16           5.       The true names and capacities (whether individuals, corporate or  
17 otherwise) of the Defendants who are sued herein as Does 1 through 100, inclusive,  
18 ("Does") are presently unknown to the Plaintiff; therefore Plaintiff now sues those  
19 Defendants by fictitious names. The Plaintiff will amend this Complaint to state the true  
20 capacities of such fictitiously named Doe Defendants, when their names and identities are  
21 ascertained. The Plaintiff is informed and believes, and on that basis, alleges that all the  
22 fictitiously named Doe Defendants, and each of them, have taken some part in the acts or  
23 omissions complained of herein, or are otherwise responsible in some manner for the  
24 wrongful conduct herein alleged, and have caused injury in this County. The Plaintiff is  
25 informed and believes, and on that information and belief, hereby alleges that each named  
26 Defendant and each fictitiously named Doe Defendant acted as an agent, employee,  
27 subsidiary, alter ego, or representative, of each and every other Defendant, or in concert  
28 with each and every other Defendant, and acted in the course and scope of said agency,

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SECOND AMENDED COMPLAINT

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1 employment, subsidiary relationship, alter ego, or representation, or in concert at all  
2 relevant times herein.

3 **II. JURISDICTION AND VENUE**

4 6. The Plaintiff is informed and believes, and on that basis alleges, that  
5 all property which is the subject of this action is located in the State of California, County  
6 of Monterey. Venue is proper in this Court based on the fact that each of the Defendants  
7 reside, have their places of business, and/or conduct substantial activities in Monterey  
8 County. Further, the amount of damages that Defendants owe to Plaintiff at the date of  
9 this filing is in excess of the Court's jurisdictional amount.

10 **III. BACKGROUND ALLEGATIONS**

11 7. The Plaintiff is engaged in the commercial production of livestock in  
12 Monterey and San Luis Obispo Counties. As part of this endeavor, Plaintiff owns property  
13 east of the community of San Miguel, near Vineyard Canyon Road.

14 8. The Plaintiff is informed and believes and thereupon alleges, that  
15 Defendant Jennifer Hodges owns real property located at 77820 Vineyard Canyon Road  
16 (APNs 424-131-041; 424-131-042; 424-131-060; and 424-131-061), and more  
17 particularly described as:

18 "PARCEL 1:

19 "PARCEL 1, IN THE COUNTY OF MONTEREY, STATE OF  
20 CALIFORNIA, ACCORDING TO THE MAP FILED JANUARY 9,  
1980 IN VOLUME 13, PAGE 186 OF PARCEL MAPS, IN THE  
21 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

22 "EXCEPT THEREFROM, AN UNDIVIDED ONE-HALF  
23 INTEREST IN ALL OIL, GAS AND/OR MINERALS, IN SAID  
24 LANDS, TOGETHER, WITH THE RIGHT OF THE GRANTOR,  
25 HIS HEIRS, ASSIGNS, LESSEES AND LEGAL  
26 REPRESENTATIVES AT ALL TIMES TO ENTER ON THE ABOVE  
27 DESCRIBED LAND AND TO TAKE ALL OF THE USUAL,  
28 NECESSARY OR CONVENIENT MEANS TO BORE WELLS,  
MAKE EXCAVATIONS AND TO REMOVE THE OIL, GAS  
AND/OR MINERALS FOUND THEREON, AS EXCEPTED IN THE  
DEED FROM WILKIE C. MAHONEY, RECORDED NOVEMBER  
7, 1962 IN REEL 112, PAGE 399, OFFICIAL RECORDS.

"ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2  
INTEREST IN AND TO ALL OIL, GAS AND/OR MINERALS IN

1           SAID LAND AS RESERVED IN THE DEED FROM JOSE  
2           ERROTABERE, ET UX, RECORDED FEBRUARY 8, 1980 IN  
          REEL 1389, PAGE 200, OFFICIAL RECORDS.

3           “PARCEL 2:

4           “A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS  
5           OVER THE SOUTH 40 FEET OF THE SOUTHEAST ONE-  
          QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION  
          33, TOWNSHIP 24, SOUTH RANGE 12 EAST, M.D.M.

6           “PARCEL 3:

7           “THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER  
8           OF SECTION 29 AND THE NORTHWEST QUARTER OF  
          NORTHEAST QUARTER OF SOUTH 32 IN TOWNSHIP 24  
          SOUTH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

10           “EXCEPT ALL OIL AND GAS IN THE LANDS SO PATENTED,  
11           AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO  
          PROSPECT FOR MINE AND REMOVE SUCH DEPOSITS FROM  
          THE SAME UPON COMPLIANCE WITH THE CONDITIONS  
          AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF  
          THE ACT OF JULY 17, 1914 (38 STAT., 509) AS RESERVED IN  
          THE PATENT FROM UNITED STATES OF AMERICA,  
          RECORDED JUNE 23, 1925 IN VOLUME 59, PAGE 334,  
          OFFICIAL RECORDS.

15           “PARCEL 4:

16           “THE SOUTH HALF OF NORTHEAST QUARTER AND THE  
17           NORTH HALF OF SOUTHEAST QUARTER OF SECTION 29 IN  
          TOWNSHIP 24 SOUTH, RANGE 12 EAST, M.D.M., IN THE  
          COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
          ACCORDING TO THE OFFICIAL PLAT THEREOF.

19           “EXCEPT THEREFROM THE EXCLUSIVE AND PERPETUAL  
20           RIGHT TO ALL OF THE OIL, GAS AND OTHER  
          HYDROCARBON SUBSTANCES AND OTHER MINERALS, AND  
          MINERAL RIGHTS, WHETHER METALLIC, OR NON-  
          METALLIC, IN, UNDER OR THAT MAY BE TAKEN FROM THE  
          LAND HEREIN ABOVE DESCRIBED WITH THE PERPETUAL  
          RIGHT OF INGRESS AND EGRESS TO AND FROM [sic] SAID  
          LAND, FOR THE PURPOSE OF DRILLING, EXPLORING,  
          MINING AND IN EVERY WAY OPERATING FOR SUCH  
          MINERALS AND REMOVING THE SAME AS RESERVED IN THE  
          DEED FROM WALTER P. FRICK, JR., ET AL. RECORDED JUNE  
          27, 1950 IN VOLUME 1226, PAGE 533, OFFICIAL RECORDS.”

26           Said property is hereinafter referred to as the “Hodges Property.”

27           9.       The Plaintiff is informed and believes that Defendant PG&E and/or  
28           Hot Line Construction, Inc., constructed, modified, and/or maintained electrical

1 powerlines and associated equipment on the Hodges Property and in close proximity to a  
2 light fixture surrounding Defendant Hodges' horse riding arena. The Plaintiff is informed  
3 and believes, and thereupon alleges, that Defendant PG&E and/or Hot Line Construction,  
4 Inc. constructed and/or maintained said electrical system in close proximity to the lighting  
5 fixtures, in violation of the PG&E's own requirements and/or building codes and/or  
6 applicable law.

7       10. On or about July 8, 2017, the Plaintiff is informed and believes that  
8 the electrical powerline came into contact with Defendant Hodges' pole and light fixture.  
9 As a result, the powerline fell into dry grass and started a fire. The Plaintiff is currently  
10 unaware of whether the powerline failed resulting in the contact, or whether the lighting  
11 fixture failed causing the contact, or both. However, the Plaintiff is informed and believes  
12 and thereupon alleges that as a result of the Hodges' pole and lighting fixture and  
13 powerline being impermissibly close together, they were able to come into contact,  
14 resulting in the fire.

15       11. The fire spread to surrounding properties, including the Plaintiff's  
16 property. It destroyed over 1,800 acres of the Plaintiff's vegetation, which they use to feed  
17 the cattle, as well damaged or destroyed many of the Plaintiff's oak trees and historic  
18 olive trees, destroyed fencing and other improvements, destroyed cattle, caused smoke  
19 damage to the Plaintiff's home, and threatened to destroy the Plaintiff's home before  
20 being extinguished by emergency services. As a result of the fire, the Plaintiff has been  
21 unable to maintain a normal herd size for the property, resulting in lost profits.

22       12. Following the fire, the Plaintiff observed substantial numbers of the  
23 trees defoliating on his property. As time progressed, the trees have died or shown  
24 substantial injury. Because the Defendants injured the Plaintiff's trees, the Plaintiff is  
25 entitled to recover double damages for injuries to such trees pursuant to Civil Code  
26 Section 3346. Further, in the event the trespass is not determined to be simply  
27 "casual or involuntarily" as defined by the statute, the Plaintiff will be entitled to  
28 recover treble damages, instead of double damages, pursuant to Civ. Code § 3346.

1                   13. Further, because the Defendants trespassed on Plaintiff's land as  
2 described throughout this Complaint, and Plaintiff's land is currently under agricultural  
3 use for the raising of livestock, the Plaintiff is entitled to recover reasonable attorneys'  
4 fees pursuant to Code of Civil Procedure § 1021.9.

5                   14. The Plaintiff is informed and believes, and on that information and  
6 belief hereby alleges, that each fictitiously named Defendant acted as an agent, employee,  
7 subsidiary, alter ego, or representative, of the Defendants, or in concert with each other  
8 Defendant, and acted in the course and scope of said agency, employment, subsidiary  
9 relationship, alter ego, or representation, or concert at all relevant times herein; so that all  
10 Defendants are jointly and severally liable for each other's conduct and omissions.

11                   **FIRST CAUSE OF ACTION**  
12                   **(Trespass against All Defendants)**

13                   15. The Plaintiff hereby incorporates, as if fully set forth herein, all of the  
14 factual allegations contained within this Complaint.

15                   16. At all relevant times, the Plaintiff owned property near Vineyard  
16 Canyon Road, east of San Miguel, California. Plaintiff used the property for the  
17 production of cattle.

18                   17. On or about July 8, 2017, a fire emanated from the Hodges Property.

19                   18. At all times relevant herein, Defendant Jennifer Hodges controlled  
20 the Hodges Property and Defendants PG&E and/or Hot Line Construction, Inc. controlled,  
21 maintained, and/or installed the electrical powerline and associated equipment located on  
22 the Hodges Property.

23                   19. The Defendants placed their respective lighting fixture and electrical  
24 powerline improperly close to one another, in violation of applicable policies and building  
25 requirements. As a result, the two came into contact, resulting in the fire.

26                   20. The fire would not have entered the Plaintiff's property had the  
27 Defendants constructed or maintained their respective property and equipment properly  
28 and in compliance with the applicable building requirements and policies.

1                   21. As a proximate result of the Defendants' conduct, the Plaintiff has  
2 suffered property damage, including but not limited to the destruction of the grasses used  
3 for cattle feed, lost cattle, smoke damage to the house, increased erosion, destroyed  
4 fencing, and damaged or dying trees and is unable to maintain its normal herd size due to  
5 the destruction of approximately 1,800 acres of vegetation which would have been used to  
6 feed said cattle.

7           22. Such conduct caused the Plaintiff to suffer emotional distress. Such  
8 emotional distress was foreseeable as the likely result of the conduct described in this  
9 Complaint, as it was imminently foreseeable that the Plaintiff would suffer emotional  
10 distress from the fire and threat to their house and cattle.

11                   23. As a proximate result of Defendants' conduct, the Plaintiff has  
12 suffered damages in excess of the Court's minimum jurisdictional amount.

13                   24. The conduct of Defendants, and each of them, as described in this  
14 Complaint, particularly in this cause of action, entitles Plaintiff to recover double  
15 damages pursuant to Civil Code § 3346 for the damage the Defendants inflicted on  
16 Plaintiff's trees and vegetation. Further, in the event the trespass is not determined to  
17 be simply "casual or involuntarily" as defined by the statute, the Plaintiff will be  
18 entitled to recover treble damages, instead of double damages, pursuant to Civ. Code  
19 § 3346.

20           25. The conduct complained of in this Complaint, particularly in this  
21 cause of action, constitutes a trespass on Plaintiff's land. The Plaintiff's land was used for  
22 the raising of livestock within the meaning of CCP § 1021.9, so that the Plaintiff shall be  
23 entitled to reasonable attorneys' fees in addition to any other damages assessable against  
24 the Defendants as allowed by law.

**SECOND CAUSE OF ACTION  
(Nuisance against All Defendants)**

27                   26. The Plaintiff hereby incorporates, as if fully set forth herein, all of the  
28 factual allegations contained within this Complaint.

1                   27. As detailed above, in violation of applicable building standards and  
2 policy, the Defendants maintained a condition on the Hodges Property that created a  
3 hazard extremely dangerous to the surrounding residents and properties.

4                   28. The resulting fire and smoke was an obstruction to the free use of  
5 Plaintiff's property, interfered with their comfortable enjoyment of life and property, and  
6 constitutes a nuisance under Section 3479 of the Civil Code.

7           29. The conduct of Defendants, and each of them, as described in this  
8 Complaint entitles Plaintiff to double damages pursuant to Civil Code § 3346 for the  
9 damage the Defendants inflicted on the Plaintiff's trees and vegetation. Further, in the  
10 event the trespass is not determined to be simply "casual or involuntarily" as defined  
11 by the statute, the Plaintiff will be entitled to recover treble damages, instead of  
12 double damages, pursuant to Civ. Code § 3346.

13                   30. The conduct complained of in this Complaint constitutes a trespass  
14 on Plaintiff's land by Defendants, and each of them. The Plaintiff's property was used for  
15 the raising of livestock within the meaning of CCP § 1021.9, so that the Plaintiff shall be  
16 entitled to reasonable attorneys' fees in addition to any other damages assessable against  
17 the Defendants as allowed by law.

**THIRD CAUSE OF ACTION  
(Negligence against All Defendants)**

20                   31. The Plaintiff hereby incorporates, as if fully set forth herein, all of the  
21 factual allegations contained within this Complaint.

22                   32. The Plaintiff is informed and believes, and on that information and  
23 belief allege, that the Defendants negligently constructed, repaired, and/or maintained  
24 their respective light pole and light fixture in close proximity to the power pole and  
25 powerline, in violation of applicable standards, and otherwise negligently controlled and  
26 managed their property, which resulted in a fire that spread to the Plaintiff's property  
27 which damaged said property and threatened the Plaintiff's residence.

33. Plaintiff is informed and believes, and on that information and belief

1      alleges that Defendants were aware of the condition and negligently failed and/or refused  
2      to properly remediate the condition.

3                34. As a proximate result of the Defendants' breach of duty of care,  
4 Plaintiff suffered property damage to its property, including but not limited to the loss of  
5 the grasses on approximately 1,800 acres used to feed its cattle, smoke damage to the  
6 house, destroyed cattle, damage and/or destruction to the Plaintiff's trees, reduced herd  
7 size, erosion, destruction of fencing and other improvements.

8                35. As a further proximate result of Defendants' breach, the Plaintiff  
9 suffered emotional distress as the fire threatened their house and cattle herd.

10               36. Defendants failed to act as a reasonable property owner and/or a  
11 reputed power and construction experts, by creating the above described dangerous  
12 condition caused by the proximity between the lighting pole and fixture next to the power  
13 pole and powerline.

14               **Negligence Per Se**

15               37. As stated above, the Defendants constructed, repaired, and/or  
16 maintained a light pole and fixture in an improperly close proximity to a powerline and  
17 equipment, resulting in a fire on or about July 8, 2017, in violation of building standards  
18 and PG&E's own standards. The Plaintiff is a member of the class of persons that such  
19 requirements were designed to protect.

20               38. California Penal Code § 384a provides, in relevant part, that it is  
21 unlawful to willfully or negligently destroy or mutilate any tree on another's land. As  
22 alleged above, Defendant violated this statute by negligently damaging and destroying the  
23 Plaintiff's trees and vegetation. The Plaintiff is a member of the class of persons that this  
24 statute was designed to protect.

25               39. California Civil Code § 3479 provides, in relevant part, that it is an  
26 unlawful nuisance to obstruct the free use of property and interfere with the comfortable  
27 enjoyment of life or property. As alleged above, Defendants obstructed the Plaintiff's free  
28 use and enjoyment of their property and life. Plaintiff is members of the class of persons

1 that this statute is designed to protect.

2                   40. As a proximate result of Defendants' breach of duty of care, the  
3 Plaintiff has suffered property damage, including but not limited to lost grasses used to  
4 feed the cattle, smoke damage to the home, destroyed cattle, increased erosion, destroyed  
5 fencing, reduced herd size, and damaged and/or destroyed trees.

## **Res Ipsa Loquitur**

7           41. Alternatively, the Plaintiff is informed and believes, and on that  
8 information and belief alleges, that on or about July 8, 2017, a fire started on the Hodges  
9 Property, and spread to the Plaintiff's property. Defendants' owned, controlled, and/or  
10 managed the land and improvements located thereon. During those activities, Defendants  
11 so carelessly and negligently controlled, conducted, and carried out their activities as to  
12 cause the fire that subsequently entered onto Plaintiff's land, causing the destruction and  
13 damage detailed above.

14                   42. At the above referenced time and place, Defendants had exclusive  
15 control and management of their respective items of property. The placement,  
16 construction, and/or maintenance of the light pole and fixture in close proximity to the  
17 power pole and powerline, which caused the resulting fire and damages set forth in this  
18 Complaint, are such that in the ordinary course of things, would not have occurred if  
19 Defendants had exercised ordinary care in the management of their respective items of  
20 property. Because the Defendants had the exclusive control and management of the land,  
21 improvements, and activities conducted thereon, they possessed superior, if not exclusive,  
22 information, and control concerning the precise cause of damage suffered by the Plaintiff,  
23 and Plaintiff relies on the negligence of Defendants as inferred from the general situation  
24 alleged in this Complaint.

25                   43. The damage resulting to Plaintiff's property was not due to any  
26 voluntary action or contribution on the Plaintiff's part.

27                   44. Such conduct caused the Plaintiff to suffer the emotional distress  
28 described below. Such emotional distress was foreseeable and the likely result of such

1 conduct described above, as it was imminently foreseeable that Plaintiff would suffer  
2 emotional distress as a result of the fire and the threat to their house and cattle.

3                   45. As a proximate result of the acts alleged above, said Plaintiff has  
4 suffered mental anguish and emotional distress, including fright, nervousness, anxiety,  
5 worry, and shock.

6                   46. As a further proximate result of Defendants' breach, Plaintiff has  
7 suffered damages in excess of the Court's minimum jurisdictional amount.

8                   47. The conduct of Defendants, and each of them, as described in this  
9 Complaint, particularly in this cause of action, entitles the Plaintiff to double damages  
10 pursuant to Civil Code § 3346 for the damage the Defendants inflicted on Plaintiff's trees  
11 and vegetation. Further, in the event the trespass is not determined to be simply  
12 "casual or involuntarily" as defined by the statute, the Plaintiff will be entitled to  
13 recover treble damages, instead of double damages, pursuant to Civ. Code § 3346.

14                   48. The conduct complained of in this Complaint constitutes a trespass  
15 on the Plaintiff's land. The Plaintiff's property was used for the raising of livestock within  
16 the meaning of CCP § 1021.9, so that the Plaintiff shall be entitled to reasonable  
17 attorneys' fees in addition to any other damages assessable against the Defendants as  
18 allowed by law.

**FOURTH CAUSE OF ACTION**  
**(Negligent Interference with Prospective Economic  
Advantage Against All Defendants)**

21                   49. The Plaintiff hereby incorporates, as if fully set forth herein, all of the  
22 factual allegations contained within this Complaint.

23                   50. Plaintiff is, and at all relevant times herein, was engaged in the  
24 business of raising cattle.

25                   51.    On or about July 8, 2017, the Defendants' property started a fire that  
26 subsequently damaged the Plaintiff's property.

27                   52. The Defendants knew or should have known, of the risk of harm to  
28 Plaintiff's prospective economic advantages, gained through the production and sale of

1 cattle, if they created a condition that was likely to start a fire. In addition, Defendants  
2 knew, or should have known, of the risk of harm and damage that a fire would cause to  
3 the surrounding cattle operations, including the Plaintiff's.

4 53. Defendants nevertheless failed to construct, manage and otherwise  
5 operate their respective items of property, resulting in the subsequent fire that damaged  
6 the Plaintiff's property.

7 54. As a result of the fire, a substantial portion of the Plaintiff's grasses  
8 and vegetation was destroyed and cattle were killed. Such grasses and vegetation was used  
9 for feed for the Plaintiff's cattle. As a result of the destruction of the feed, the property is  
10 unable to support the herd and the Plaintiff's cattle business has been damaged as a result.

11 55. As a further proximate result of the activities of Defendants, Plaintiff  
12 has suffered economic damages in excess of the Court's minimum jurisdictional amount,  
13 and will continue to suffer further monetary and property damage in subsequent years, the  
14 exact amount of which to be proven at trial.

15 56. The conduct of Defendants, and each of them, as described in this  
16 Complaint, entitles Plaintiff to double damages pursuant to Civil Code § 3346 for the  
17 damage the Defendants inflicted on Plaintiff's trees and vegetation. Further, in the event  
18 the trespass is not determined to be simply "casual or involuntarily" as defined by  
19 the statute, the Plaintiff will be entitled to recover treble damages, instead of double  
20 damages, pursuant to Civ. Code § 3346.

21 57. The conduct complained of in this Complaint, constitutes a trespass  
22 on Plaintiff's land. Plaintiff's land was used for the raising of livestock within the  
23 meaning of CCP § 1021.9, so that Plaintiff shall be entitled to reasonable attorneys' fees  
24 in addition to any other damages assessable against the Defendants as allowed by law.

25 WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT AGAINST  
26 THE DEFENDANTS AS FOLLOWS:

27 1. For general and special damages in an amount to be proven at trial;  
28 2. For double damages for the amount of the damage and injury to

1 Plaintiff's trees and vegetation pursuant to Civil Code § 3346. Further, in the event the  
2 trespass is not determined to be simply "casual or involuntarily" as defined by the  
3 statute, the Plaintiff will be entitled to recover treble damages, instead of double  
4 damages, pursuant to Civ. Code § 3346;

3. For Plaintiff's attorneys' fees (Code Civ. Proc., §§ 1021.9 and 1036);
4. For the cost of suit herein incurred; and
5. For such other and further relief as provided by law.

8 || Dated: July 26, 2018

Respectfully submitted,

**Law Firm of Campagne & Campagne,  
A Professional Corporation**

By Justin T. Campagne  
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**SECOND AMENDED COMPLAINT**

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## PROOF OF SERVICE

I am a citizen of the United States of America, a resident of Fresno County, California, over the age of 18 years and not a party to the within-entitled action. My business address is 1685 N. Helm, Fresno, California 93727.

On July 26 2018, I served the attached **SECOND AMENDED COMPLAINT** on the parties in this action by placing a true copy in an envelope and delivering it as follows:

6         (By Overnight Courier) I caused such envelope, with postage fully prepaid, to be  
7        sent by \_\_\_\_\_.

8         (By Certified Return Receipt Requested Mail) I deposited the envelope, with  
9        postage fully prepaid for Certified Return Receipt Requested mail, with the United  
10       States Postal Service at Fresno, Fresno County, California.

11        (By Mail) I deposited the envelope, with postage fully prepaid, with the United  
12       States Postal Service at Fresno, Fresno County, California.

13        (By Mail) I placed the envelope for collection and processing for mailing  
14       following this business' ordinary practice with which I am readily familiar. On the  
15       same day correspondence is placed for collection and mailing, it is deposited in the  
      ordinary course of business with the United States Postal Service with postage fully  
      prepaid.

16        (By Hand) I caused each envelope to be delivered by hand.

17        (By Electronic Mail) I caused the attached document be sent by electronic mail to  
18       the below-described email address(es). My electronic services address is  
19       donna@campagnelaw.com.

20        (By Fax) I caused each document to be sent by facsimile to the below-described  
21       number(s).

**Each envelope (and/or fax) was addressed and delivered as follows:**

See attached Service List

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on July 26, 2018, at Fresno, California. I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Donna L. Dolf

Donna L. Dolf

filed: F:\DATA\docs\Raven, Scott and Charles\Hedges Finc\Pleadings\Second Amended Complaint.doc

**SECOND AMENDED COMPLAINT**

*Raven v. Hodges*  
Monterey County Superior Court Case No. 18CV000258

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**SECOND AMENDED COMPLAINT**

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